

FILED

OCT 18 2013

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY
DEPUTY CLERK

KENT FARMER, as an individual and as a representative of the putative class,

Plaintiff,

V.

BANK OF AMERICA, N.A. and BAC
HOME LOANS SERVICING, L.P.,

Defendants.

CIVIL NO. 5:11-CV-00935-OLG

FINAL ORDER APPROVING SETTLEMENT AND CERTIFYING SETTLEMENT CLASS

Upon review and consideration of the Settlement Agreement (the “Settlement Agreement” or “Agreement”) dated July 15, 2013 (ECF No. 94-1)¹ relating to the above-captioned case (the “Action”), the Final Approval Hearing held on October 18, 2013, the memoranda and arguments of counsel, the objection to the Settlement that was later withdrawn, and all files, records, and proceedings in this Action,

IT IS HEREBY ORDERED and adjudged as follows:

1. Pursuant to Federal Rule of Civil Procedure 23(e), the terms of the Settlement Agreement dated July 15, 2013 relating to this Action are hereby finally approved as a fair, reasonable and adequate settlement of this Action in light of the factual, legal, practical and procedural considerations raised by this Action.

¹ This Settlement Agreement was preliminarily approved by the Court on July 17, 2013. *See* ECF No. 95. Prior to issuing its preliminary approval order, the Court also considered and preliminarily approved an earlier version of the Settlement Agreement. *See* ECF No. 92.

2. Solely for the purpose of settlement, in accordance with the Agreement and pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, this Court hereby finally certifies the following Class:

All mortgagors whose mortgages were secured by real property in Texas to whom Bank of America sent a letter requesting proof of hazard insurance after May 13, 2007 and whose deeds of trust contain either of the following provisions:

INSURANCE. Notwithstanding any language to the contrary in this Homestead Lien Contract or in any Related Document, if this Homestead Lien Contract secures an extension of credit pursuant to Section 50(a)(6), Article XVI Texas Constitution, Lender does not require fire insurance with standard extended coverage endorsements on the property.

or

Except insurance against floods and flooding, Bank of America does not require Grantor to maintain insurance on the Property against loss by fire, hazards included within the term "extended coverage" and any other hazards.

3. The Court finds that Notice previously given to Class Members in this Action was the best notice practicable under the circumstances and satisfies the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure. The Court also finds that the notice requirements of the Class Action Fairness Act ("CAFA") have been satisfied.

4. The Court appoints the following law firm as counsel to the Class, and finds that counsel meet the requirements of Fed. R. Civ. P. 23:

NICHOLS KASTER, PLLP
E. Michelle Drake
Anna Prakash
Kai Richter
4600 IDS Center
80 South Eighth Street
Minneapolis, MN 55402

5. The Court further finds, in light of the current posture of this case as a Settlement Class, that:

- a. The Class is so numerous that joinder of all members is impracticable;
- b. There are questions of law or fact common to the Class;
- c. The claims of Representative Plaintiff are typical of the claims of the Class that Representative Plaintiff seeks to certify;
- d. Representative Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class;
- e. The questions of law or fact common to members of the Class, and which are relevant for settlement purposes, predominate over the questions affecting only individual members; and
- f. Certification of the Class is superior to other available methods for fair and efficient adjudication of the controversy.

6. After due consideration of Representative Plaintiff's likelihood of success at trial; the range of Representative Plaintiff's possible recovery; the range of possible recovery at which a settlement is fair, adequate and reasonable; the complexity, expense and duration of the litigation; the substance and amount of opposition to the settlement; and the state of proceedings at which the settlement was achieved, this Court finds that the Settlement is fair, adequate and reasonable. In particular, in light of the significant possibility that Bank of America could prevail on the merits based on one or more of the defenses pleaded in their Answer or otherwise, it is clear that the financial settlement terms fall well within the range of settlement terms that would be considered fair, adequate and reasonable. Accordingly, this Settlement Agreement should be and is approved and shall govern all issues regarding the Settlement and all rights of the Parties, including the Class Members. Each Class Member (except those who have excluded themselves from any Class and who appear on the list attached as Exhibit A, and except those

who are excluded from releasing their claims in this matter and who appear on the list attached as Exhibit B to this Order) shall be bound by the Settlement Agreement, including the releases and covenants not to sue in the Settlement Agreement, which are hereby incorporated by reference and become part of the Final Judgment in this Action.

7. Bank of America shall make deposits into the Settlement Escrow Fund in accordance with Section 5.04 of the Settlement Agreement.

8. The Settlement Administrator shall, consistent with the terms and deadlines established in the Settlement Agreement, prepare all necessary reports and calculations, make any payments, adjustments or remittances required and cause the Settlement Escrow Fund to be disbursed in accordance with the terms of the Settlement Agreement, including (1) a disbursement to Class Counsel in the amount of \$3,021,205 for its attorneys' fees; (2) a disbursement to Class Counsel in the amount of \$52,493.77 for its litigation costs; (3) a disbursement to the Settlement Administrator in the amount of \$162,374.71 for its actual and anticipated costs of settlement administration; and (4) a disbursement to Plaintiff Kent Farmer as a Class Representative Award, as set forth in this Court's order of ^{\$}10,000.00 2013 ("Fee Order")..

9. Bank of America shall distribute Escrow Credits in accordance with the terms of the Settlement Agreement.

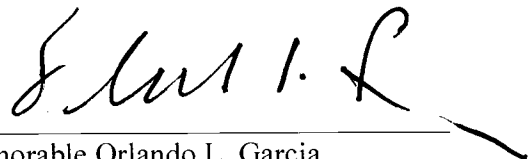
10. All claims against Bank of America are hereby dismissed on the merits and with prejudice, and the Clerk is directed to enter Judgment to that effect in the Action. The Judgment shall be without costs to any Party.

11. Each and every Class Member is permanently barred from bringing, joining, or continuing to prosecute against Bank of America (as defined in the Settlement Agreement) any

claim that was brought in this Action, or could have been brought in this Action, including without limitation those that arise out of common law, state law, or federal law, that relate to Bank of America's requirement that borrowers maintain hazard insurance issued in connection with a loan covered by this Settlement, including, but not limited to, any claims regarding lender-placed hazard insurance, Cycle Letters, or the purchase of preferred insurance, including any claims of any Current LPI Category Class Member relating to the maintenance of insurance prior to Bank of America's receipt of a written election to cancel such insurance or otherwise for which a release and covenant not to sue is being given under the Settlement Agreement.

12. This Court hereby retains jurisdiction of all matters relating to the interpretation, implementation, effectuation and enforcement of the Settlement Agreement. The Court further retains jurisdiction to enforce this Order.

Dated: 10.18., 2013

A handwritten signature in black ink, appearing to read "Orlando L. Garcia", with a long horizontal flourish extending to the right.

Honorable Orlando L. Garcia
United States District Judge

EXHIBIT A

Farmer v. Bank of America, N.A., et al., -
Timely Exclusion Requests in Response to Notice

Count	GCG Ref #	Account Number	Name	City	State
1	Redacted	Red	AMANDA M YOUNG	BERTRAM	TX
2	Redacted	Red	WILLIAM H DONHAM	STEPHENVILLE	TX
3	Redacted	Red	BETTY PURGERSON	DALLAS	TX
4	Redacted	Red	LARRY W TRIPLETT	EL PASO	TX
5	Redacted	Red	GLENDA L WHEELER	HARPER	TX
6	Redacted	Red	WILLIAM A JENKINS	HOUSTON	TX
7	Redacted	Red	STEVE D TUEY	ROWLETT	TX
8	Redacted	Red	DAWN J SNOW	TROY	TX
9	Redacted	Red	JORGE VARGAS	HOUSTON	TX
10	Redacted	Red	DARRELL KEITH DAWKINS	ROCKPORT	TX
11	Redacted	Red	JOSE DE LA ROSA	SEGUIN	TX
12	Redacted	Red	ANNABELLE A MCCARTHY	AUSTIN	TX
13	Redacted	Red	HALLIE SUE COFFING	WICHITA FALLS	TX
14	Redacted	Red	EBEN L PENNA	EDINBURG	TX
15	Redacted	Red	LINDA O BROCKMAN	BANDERA	TX
16	Redacted	Red	PATSY S GILLEY	FORT WORTH	TX
17	Redacted	Red	SHIRLEY L NOWICKI	WACO	TX
18	Redacted	Red	BOBBIE BANKSTON	MIDLAND	TX
19	Redacted	Red	PAMELA K BARKLEY	FORT WORTH	TX
20	Redacted	Red	SOUTHIVONE B TRUONG	HOUSTON	TX
21	Redacted	Red	DORA LACA	EL PASO	TX
22	Redacted	Red	JAMES T HORN	HUNTSVILLE	TX
23	Redacted	Red	ARTHUR E GALINDO	SAN ANTONIO	TX
24	Redacted	Red	ROBERT L GRIFFIN	MARLIN	TX

EXHIBIT B

NAME1	PROPERTY STREET ADDRESS	CITY OF MORTGAGED PROPERTY	STATE AND ZIP OF PROPERTY	MAILING ADDRESS
BERDIE T VALDEZ	Redacted	AUSTIN	Redacted	Redacted
NICOLAS REYES AYALA	Redacted	UVALDE		
GLENN H BRANDON	Redacted	FORT WORTH		
MATRICIA ARNOLD	Redacted	SINTON		
EDDIE DEL BOSQUE	Redacted	CORPUS CHRISTI		
JUAN V VALADEZ	Redacted	FLORESVILLE		
ELICEO ANGEL	Redacted	COMFORT		
RAPHAELLE D JOHNSON	Redacted	SIERRA AUSTIN		
GREGORY M HERRERA	Redacted	SEGUIN		
JUAN V VALADEZ	Redacted	FLORESVILLE		
R MARK CARTWRIGHT	Redacted	BROWNWOOD		
ALISON R GALLOWAY	Redacted	WINNSBORO		
JUAN F VELAZQUEZ	Redacted	FORT WORTH		
DONALD A STEFAN	Redacted	MONTGOMERY		
SILVIA GOMEZ HERNANDEZ	Redacted	FABENS		
MARCOS FLORES	Redacted	SOUTHLAND		
JIM SIM BENTON	Redacted	SALADO		
AMADOR H VASQUEZ	Redacted	ROBSTOWN		
JOHN M POPE	Redacted	GRANGER		
DENNIS E READ	Redacted	LONGVIEW		
AUGUST K BRASWELL	Redacted	CLIFTON		
LYNDA K GRIFFIN	Redacted	KERRVILLE		
PABLO CORTEZ	Redacted	EDINBURG		
RALPH A OLSEN	Redacted	TEMPLE		
VENKATESH V SHETTI	Redacted	STAFFORD		
MAREK B WATERSTONE	Redacted	HOUSTON		
JOSE G TAFOLLA	Redacted	ALTON		
JOHN E CHEW	Redacted	ALVARADO		
CASCA JACK MATTHEWS	Redacted	ROCKWALL		
BRIGITTE E FRAZIER	Redacted	KERRVILLE		
JOE LOCKE	Redacted	DELEON		
MARIA S DAWSON	Redacted	LONGVIEW		
ROMAN MARTINEZ	Redacted	EL PASO		
MARIO O VALENCIA	Redacted	MISSOURI CITY		
OMAR G OZUNA	Redacted	MISSION		
JAMES J WARREN	Redacted	DAWN		
MARC ALPERT	Redacted	AUSTIN		
ANITA M LAUREL	Redacted	LAREDO		
SANDRA LOU CARY	Redacted	ROBSTOWN		
HELEN XICAY	Redacted	HOUSTON		
MEHDI ASHORI	Redacted	HOUSTON		
SHERRI SHELTON	Redacted	MULLIN		
MARIE CHAPMAN	Redacted	MCKINNEY		
LOIS A CLONTZ	Redacted	DENISON		
KAY SOULES	Redacted	GARLAND		
JOHN R SALAZAR	Redacted	ELGIN		
MARC L NOVACK	Redacted	DALLAS		
JOE E TURNER	Redacted	HOUSTON		
EDWARD J VAUGHN	Redacted	HOUSTON		

Redacted

Redacted

RODNEY D FLECK
CHARLES C RHODES JR
MAL KAE DE SANTIS
MARIANNE H JOHNSON
HUMBERTO MARTINEZ
ELIZABETH HODGE
ROGELIO VENGCO
LENA ROBINSON
BILLIE G BAKER
PATRICIA L ROBERTS
MARTIMIANO S RODRIGUEZ
MILDRED NEVAREZ
JOHN DAVID SHELLY
JAVIER CHAVARIN
DENNIS L KAPOWITZ
PATRICIA A BUSCH
WILLIAM B HOWARD
WILLIAM T SMITH
SERGIO AGUILAR
LAURIE L GARNETT
ROBERT K CONKLIN
JUAN C URQUIZA
MARGARET MCLEAN
LAURINDA D HARRIS
LOIS GIRTEN-BURGESS
MOISES A RUIZ
FRANK J MADRIGAL
STEPHEN M LEIGHTON
JOHN W LEMONS
ARACELY GARZA
ESTATE OF MARTIN GARCIA
ROLANDO T ORTIZ
TOAN DANG
LORENZO D GUERRERO
ANTONIO S MARROQUIN
MAGDALENA CARO
EDDIE G HERNANDEZ
EDGAR RIOS
ANTHONY G PEREZSR
REYES R RIVERA
CHRISTOPHER L JOHNSON
ROBERT W WILLIAMS
LINDA B KLEPPER
MITICA DM RIBU
TRACY A WARD

SPRING
DIBOLL
SAN ANTONIO
BRENNHAM
MISSION
DALLAS
HOUSTON
GRAND PRAIRIE
SPRING
FORREST HILLS
SAN ANTONIO
SINTON
COLDSPRING
EL PASO
HICO
HOUSTON
KERRVILLE
NORTH TROUP
LYTLE
ROUND ROCK
DALLAS
DALLAS
ALTO
AUSTIN
HORSESHOE BAY
HOUSTON
DALLAS
RICHLAND HILLS
DALLAS
RIO GRANDE CITY
GARLAND
ODESSA
DALLAS
RIO GRANDE CITY
DALLAS
HOUSTON
SAN ANTONIO
MISSION
LA VERNIA
BROWNSVILLE
FORT WORTH
FT WORTH
LLANO
SAN ANTONIO
TROPHY CLUB